

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

JAIME JALIFE)

Plaintiff,)

vs.)

ACE CAPITAL AND OTHERS)
UNDERWRITING AT LLOYD'S)
SEVERALLY SUBSCRIBING TO)
POLICY NO. A5BGLY170,)

Defendants.)

05-21918

CIV-LENARD

05 JUL 15 PM 3:51
CLERK U.S. DISTRICT COURT
S.D. OF FLA.

COMPLAINT FOR DECLARATORY RELIEF

Comes Now, the Plaintiff, Jaime Jalife (hereinafter "Jalife or Plaintiff"), by and through undersigned counsel and in accordance with the Federal Rules of Civil Procedure, and Files this Complaint against Defendants, Ace Capital and Others Underwriting at Lloyd's Severally Subscribing to Policy No. A5BGLY170 (hereinafter "Underwriters").

VENUE AND JURISDICTION

1. This is a Declaratory Action brought under 28 U.S.C. § 2201, et, seq.
2. This is also an action brought in Admiralty under 28 U.S.C. § 1333.
3. This case involves a dispute over the scope of insurance coverage available to Jalife under a policy issued by Underwriters.
4. Venue is proper in the Southern District of Florida because:
 - a. the Underwriters agreed to submit to any Court of competent jurisdiction within the United States of America:
 - b. the Vessel's ultimate destination and new home port was to be Miami;

[Handwritten signature]

- c. Plaintiff and Defendant do business within the Southern District of Florida;
- d. the pertinent insurance brokers have a principal office within the Southern District of Florida;
- e. the Southern District of Florida is best suited for the convenience of the parties and witnesses and will promote the just and efficient conduct of this action.

COUNT I – DECLARATORY RELIEF

- 5. Plaintiff incorporates Paragraphs 1-4 of the Complaint as if fully set forth herein.
- 6. On May 24, 2005 Underwriters renewed, modified and wrote an insurance binder for the Vessel, Mamma Mia, a 2001 85' Fiberglass Azimut Motor Yacht 1500 h.p. MTU Diesel Engines M.D.S. 28 Knots.
- 7. This insurance contract, written by the Underwriters, contained a provision (hereinafter the "Navigational Provision") setting forth the navigational limits of the Vessel.
- 8. The Navigational Provision included all of the Caribbean Sea.
- 9. At the time, the Vessel was moored at Cancun, Mexico and was covered under the policy as it was within the navigational limits as set forth by the Navigational Provision of the Policy.
- 10. This Policy contained a provision that any cancellation of coverage by the Underwriters would take effect not less than ten days after notice was served.
- 11. On May 31, 2005 while the Vessel was within the navigational limits as provided by the Navigational Provision of the May 24, 2005 policy, Underwriters wrote to cancel coverage of the Vessel South of the Tropic of Cancer from June 1 to October 31 inclusive.

12. Insured received notice on June 1, 2005.

13. Under the ten-day notice and effect provision written by the Underwriters, this cancellation of coverage would not take effect until at least June 9, 2005, when the new policy and new navigational limits would take full effect.

14. In an event to comply with the new policy, the new navigational limits and the cancellation of coverage issued by the Underwriters by June 9, 2005, Plaintiff ordered the Vessel back to its home port to obtain necessities for a voyage to Miami and New York, locations which are both North of the Tropic of Cancer and comply with the new navigational limits taking effect June 9, 2005.

15. While returning to Jalife's home port in Puerto Aventuras, Mexico to obtain necessities for the voyage the Vessel ran aground and became a total loss.

16. Jalife now seeks, pursuant to 28 U.S.C. a declaration of coverage by the Court under the policy for the loss, for interest and for attorney fees.

COUNT II – Breach of Insurance Contract

17. Jalife incorporates Paragraphs 1-9 of this Complaint as if fully set forth herein.

18. Jalife and Underwriters entered into an insurance contract.

19. Underwriters breached this contract by failing to pay for a covered loss under the Policy.

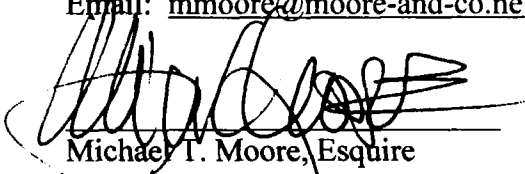
20. Jalife has damages as a result of this breach.

WHEREFORE, Plaintiff Jalife respectfully requests this Court issue a Declaratory Judgment of Jalife's rights to reimbursement under the Policy and requests judgment against Defendants for his losses, costs, interest, attorneys' fees based on contractual, statutory and equitable principles of law including but not limited to Fla. Stat. § 627.428.

Dated: July 15, 2005.

Respectfully submitted,

Moore & Co., P.A.
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Coral Gables, Florida 33134
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Michael T. Moore, Esquire
Florida Bar No. 207845

JS 44 (Rev. 11/04)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

JAIME JALIFE

DEFENDANTS

ACE CAPITAL AND OTHERS UNDERWRITING
AT LLOYD'S SEVERALLY SUBSCRIBING TO
POLICY NO. ASB64170

County of Residence of First Listed Defendant N/A(b) County of Residence of First Listed Plaintiff N/A

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

MOORE & COMPANY, P.A.
355 ALHABKA CIRCLE, #1100
CORAL GABLES, FL 33134

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

CIV-LENARD

(d) Check County Where Action Arose: ☒ DADE ☐ MONROE ☐ BROWARD ☐ PALM BEACH ☐ MARTIN ☐ ST. LUCIE ☐ INDIAN RIVER ☐ FLORIDA BEACHES HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input checked="" type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 430 Commerce <input type="checkbox"/> 440 Deportation <input type="checkbox"/> 450 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 460 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN

(Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☒ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

(Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

VI. CAUSE OF ACTION

LENGTH OF TRIAL via _____ days estimated (for both sides to try entire case)

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ _____

 CHECK YES only if demanded in complaint:
 JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

7/15/05

SIGNATURE OF ATTORNEY OF RECORD

[Signature]

FOR OFFICE USE ONLY

RECEIPT # _____

AMOUNT

\$250.00

APPLYING IFP

924275

07/15/05